

Winneshiek Co.

Teamsters #238 (Jail)

7/1/2005 6/30/2008

WINNESHIEK COUNTY SHERIFF'S DEPARTMENT

JAILER BARGAINING UNIT

and

CHAUFFEURS, TEAMSTERS AND HELPERS  
LOCAL UNION NO. 238

COLLECTIVE BARGAINING AGREEMENT

7-1-2005 through 6-30-2008

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## AGREEMENT

THIS AGREEMENT entered into this 1st day of July, by and between WINNESHIEK COUNTY, IOWA SHERIFF'S DEPARTMENT, hereinafter referred to as the "Employer", and the CHAUFFEURS, TEAMSTERS & HELPERS LOCAL NO. 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "Union", pursuant to the provisions of Chapter 20 of the Code of Iowa.

### ARTICLE 1 RECOGNITION

#### Section 1.1

The Employer recognizes the Union as the exclusive bargaining representative for all regular full time and all regular part time jailers employed by the Winneshiek County Sheriff's Department in Case No. 6369 of the Iowa Public Employment Relations Board Certification.. Excluded are all elected officials, supervisors, confidential employee and all other persons excluded by the Act.

### ARTICLE 2 SEPARABILITY AND SAVINGS AND EXTRA CONTRACT AGREEMENTS

#### Section 2.1

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

#### Section 2.2

The Employer agrees not to enter into any agreement or extra contract with an employee(s) which conflicts with any provision of this Agreement.

## ARTICLE 3 EMPLOYER RIGHTS

### Section 3.1

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty and right, including but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend or discharge employees for proper cause; to develop and enforce rules for employee discipline; make investigations; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or for other reasons; to determine what work or service shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment or facilities; determine and implement methods, means, assignments and personnel by which public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public Employer by law.

### Section 3.2

The reasonableness of work rules must be grieved within seven (7) days from the date the new policy/rule was posted through the grievance procedure set forth in Article 5 of this Agreement.

## ARTICLE 4 NO STRIKE - NO LOCKOUT

### Section 4.1

The parties agree to faithfully abide by the applicable provisions of Chapter 20 of the Code of Iowa. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, illegal picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activity as covered in Section 12 of the Act.

### Section 4.2

The Employer pledges that it will not engage in lockout during the term of this Agreement as a result of a labor dispute with the Union.

## ARTICLE 5 GRIEVANCE PROCEDURE

### Section 5.1 Definition

A grievance is defined as and limited to a written complaint alleging a violation involving the application and interpretation of the provisions of this Agreement. The grievance shall be presented in writing by the Union steward, business representative and/or the employee and a resolution will be attempted between the Union steward, business representative and/or the employee and the appropriate Employer representative. The grievance will state the Article and section of the contract allegedly violated. If a grievance is not timely filed or appealed to the next step within the specified time limits, the grievance is waived unless the time for filing or appealing is extended as set forth in Section 5.5 of this Article. The Union will designate in writing an appropriate representative with whom the Employer may deal in connection with the processing of all grievances.

### Section 5.2

Step 1. Within seven (7) days of the occurrence, the aggrieved employee and/or Union will notify in writing the Sheriff or designated representative of the alleged contract violation. The Sheriff or his designated representative shall answer the grievance in writing within seven (7) days.

Step 2. If this answer is not acceptable or if the Sheriff does not answer within the prescribed seven (7) calendar days, the grievance must be presented to the Board of Supervisors within seven (7) calendar days of the Sheriff's answer or within seven (7) calendar days of the expiration of the time within which the Sheriff must answer. The same grievance must be presented to the Board of Supervisors by the aggrieved employee and/or Union. A Board of Supervisors representative will then schedule a meeting within fourteen (14) calendar days to discuss the grievance with the Union, the aggrieved employee, and the Sheriff and/or designated representative. The Board Representative will respond, with an answer, in writing, to the aggrieved employee, the Union and the Sheriff, within seven (7) calendar days after the meeting.

Step 3. If the Step 2 answer is not acceptable, or if a settlement cannot be reached, the Union, within thirty (30) calendar days of its receipt of the Step 2 answer, shall notify the Employer in writing of its desire to take the grievance to arbitration. In that event, the parties shall communicate within ten (10) calendar days after receipt by the Employer of the notice of referral to arbitration for the purpose of selecting an arbitrator or to request in writing that the Iowa Public Employment Relations Board furnish a list of names of seven (7) arbitrators, from which list the parties shall select one (1)

arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The Union is to strike the first name. After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case. The arbitrator shall only have the power to arbitrate the written grievance submitted in Step 1 of the grievance procedure.

#### Section 5.3

The fees and expenses of the arbitrator will be shared equally between the Employer and the Union. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be final and binding on both parties.

#### Section 5.4

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

#### Section 5.5

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement in writing of the aggrieved employee and Employer provided that the request for extension is made before the expiration of the original time limits.

### ARTICLE 6 VISITATION AND STEWARDS

#### Section 6.1

The Business Representative(s) of the Union who has been previously identified by the Union to the Sheriff, after obtaining permission from the Sheriff or designated representative for each separate visit, will be permitted to visit the Sheriff's Department to ascertain that the Agreement is being complied with. Said Union Representative(s) is not to interfere with the Employer's operation.

#### Section 6.2

The Union can select three (3) Stewards and one (1) chief steward.

## ARTICLE 7 LEAVES OF ABSENCE

### Section 7.1

Leaves of absence without pay, without fringe benefits, and without loss of seniority, may be granted at the sole discretion of the Employer. Any request for time off must be in writing, stating the reason(s) for a leave of absence at least five (5) working days before said leave would commence, and the Employer will respond in writing. Seniority is frozen after a leave of absence exceeds sixty (60) working days. Once the employee returns to work on a regular basis, seniority can then continue to accumulate. Extensions may be granted at the discretion of the County Sheriff.

### Section 7.2

In the case of personal illness or personal injury, the employee shall, at the request of the Employer, furnish a medical doctor's statement attesting to said employee's physical condition and/or inability to work before said leave is granted. The Employer may also require a medical doctor's signed statement verifying that the employee is released to return to work and assume their regular job duties. A single illness or a personal injury leave of absence will not exceed forty-five (45) days. Extensions may be granted at the discretion of the County Sheriff.

### Section 7.3

No benefits will accrue during an unpaid leave of absence except as provided by law.

### Section 7.4

Upon return from leave of absence, the employee shall return to their former job, if available.

### Section 7.5

If an employee desires their insurance coverage to continue during leave of absence, the employee shall pay the full premium on the first payday of each month for the applicable month's coverage.

### Section 7.6

If the Employer requests that an employee be seen by a doctor, the Employer will pay for the full cost of the initial doctor visit (excluding the cost of treatment) not covered by the group hospital and surgical insurance plan provided for under Article 15 of this Agreement. This provision shall not apply to a worker's compensation situation nor when the Employer requires a doctor's statement for verification of sick leave as provided for in Section 12.4.

## Maternity Leave

### Section 7.7

A regular full-time employee who becomes pregnant shall be eligible for up to eight (8) weeks of unpaid maternity leave according to the Code of Iowa.

### Section 7.8

Written application shall include a written statement from the employee's medical doctor indicating the approximate date of birth and the estimated length of time the employee may continue working without danger to her safety and health.

### Section 7.9

Maternity leaves shall commence on the date the employee's medical doctor certifies in writing that the employee is no longer physically capable of performing the normal duties required, and shall terminate eight (8) weeks later or on the date the employee's medical doctor certifies in writing that the employee is physically capable of resuming her normal duties, whichever date is sooner.

### Section 7.10

Accumulated vacation leave and sick leave must be used while incapacity exists due to pregnancy and delivery.

### Section 7.11

Upon returning from a maternity leave of absence, the employee shall return to their position, if available.

### Section 7.12 Military Leave

A full time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa 1975. The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

### Section 7.13 Voting Leave

If an employee is unable to vote before or after working hours, the employee shall be granted time off, not to exceed three (3) hours, to vote.

### Section 7.14 FAMILY/MEDICAL LEAVE POLICY

The Employer agrees to comply with the provisions of the Federal Family and Medical Leave Act (FMLA).

## ARTICLE 8 DUES DEDUCTION

### Section 8.1

Employees may choose to join the Union or refrain from joining the Union. However, upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction, along with a list of current employees, indicating those for which dues have been deducted, by the fifteenth (15th) day of the succeeding month to the official designated by the Union, in writing, to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

## ARTICLE 9 SENIORITY

### Section 9.1

There shall be two (2) Seniority Lists, one for Regular Full-time employees and one for Part-time employees.

- A. Seniority shall mean an employee's length of continuous service since the employee's latest date of hire.
- B. Seniority may be transferred from part-time to full-time in the classification of Jailer on a pro rata basis using 32 hours a week as the full-time standard. Full-time employees in these classifications may transfer all of their accumulated seniority to a part-time position in the same work category. For the purposes of this section, full time jailers are one job classification and part-time jailers are another job classification.

### Section 9.2

A new employee shall serve a probationary period of six (6) months, and said period can be extended for up to an additional six (6) months. If a Jailer has not completed training as outlined in the Code of Iowa, said probationary period will be one (1) year; otherwise, it will be six (6) months. If the probationary period is extended, the Sheriff will notify the employee of the extension within ten (10) working days prior to the end of their initial probationary period. Upon completion of the probationary period, they shall

be put on the seniority list and their seniority shall be determined from their date of employment. The probationary period will not be extended for the sole purpose of denying contractual benefits. They may be terminated for any reason during the probationary period and under no circumstances can a probationary employee have recourse to the contractual grievance procedure.

#### Section 9.3

Except for health insurance, all fringe benefits are available to full-time employees after completion of their probation period.

#### Section 9.4

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged and said discharge is not reversed through the grievance procedure.
- (c) Engaging in other work while on leave of absence.
- (d) Two (2) days of absence without notice to and authorization from the Employer.
- (e) Failure to report for work at the end of leave of absence.
- (f) Failure to report to work within five (5) working days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records.
- (g) Seniority rights will be terminated after a layoff or absence from work exceeds twelve (12) months in duration. In the cases of employees who are on Workers Compensation leave, each will be handled on an individual case basis.

#### Section 9.5

The Employer will be required to apply seniority as defined above only as specifically provided in this Agreement.

#### Section 9.6

The Employer will provide the Union with updated seniority lists whenever new hires, terminations, or classification changes occur. Said seniority list will show the employee's name, job classification, seniority and length of service seniority. If any employee has any objection(s) to this seniority list, they must be filed within ten (10) days with the Sheriff. A copy of this list will be sent to the Local Union official on the date of posting at the Employer's premises.

## ARTICLE 10 LAYOFF

### Section 10.1

The Union recognizes the right of the Employer to lay off or to reduce the hours of employment in accordance with the procedures set forth in this Section.

### Section 10.2 Layoff Procedures

When a layoff occurs, the following general rules shall apply:

- (a) Layoff shall be by job classification.
- (b) Each employee affected by a reduction in force shall be notified in writing at least ten (10) working days prior to the effective date of the layoff.
- (c) Employees in the affected job classification shall be laid off in accordance with seniority. Layoff shall be by job classification seniority with the least senior employees within the classification affected being laid off first.

Employees will be recalled from layoff in the reverse order of layoff. The laid off employee must report in and fill the new position within five (5) days notice. In the event an employee is on layoff and a regular opening occurs in another job classification, the laid off employee will be offered the open position before a new employee is hired, provided the laid off employee has the qualifications, experience and ability to perform the work.

### Section 10.3 Job classifications:

- 1. Full-time Jailer
- 2. Part-time Jailer

Employees in the classification of Jailer moving from full to part-time positions carry their seniority with them and employees moving from part-time to full positions carry pro rated seniority.

## ARTICLE 11 HOURS OF WORK AND OVERTIME/COMP TIME

### Section 11.1

The standard payroll period for the Sheriff's Department is two (2) weeks during which period it is intended that an employee will work eighty (80) hours at his/her regular rate of pay. The purpose of the Article is not to be construed as a guarantee of hours of work per day or days per week. Scheduling of daily and weekly hours of work shall be made by the Employer.

### Section 11.2

The normal workday shall be eight (8) hours. Full-time jailers shall have a thirty (30) minute paid lunch and two fifteen (15) minute paid rest periods each day. Each rest period shall be taken, if possible, as close to the middle of each four (4) hour work period. Part-time jailers working more than six (6) hours per shift, will normally receive a thirty (30) minute paid lunch and two (2) fifteen (15) minute paid rest periods, each rest period to be taken, if possible, as close to the middle of each four (4) hour work period as possible. Due to the nature of law enforcement, Jailers may be called to duty during their lunch and rest periods. If this occurs employees may continue their unfinished lunch or break period later in the shift if the work load allows. Employees shall be paid overtime rate of one and one-half (1½) times their regular rate of pay for all hours worked in excess of eight (8) hours in a work day or eighty (80) hours in a pay period or in excess of six (6) straight days of work. Employees may exchange shifts with prior approval of the Sheriff or his designee providing no overtime occurs.

### Section 11.3

Before any overtime is or can be worked, the employee(s) involved must receive prior permission from the Sheriff or his designated representative.

### Section 11.4

Overtime will normally be offered to available employees. If all employees offered overtime decline, the Sheriff or his/her designee may direct an employee to work overtime. No employee shall be requested to work more than a double shift. In emergency situations such a request may be made but the employee may not be required to work more than a double shift.

### Section 11.5

All full time employees may accumulate up to fifty-six (56) hours of compensatory time to be used at the permission or direction of the Sheriff with days off or vacations. The use of compensatory or direction time shall be at the sole discretion of the Sheriff. The Sheriff may direct the use of

compensatory time off at his discretion down to forty (40) hour accumulation. All requests for compensatory time must be in writing and given to the Sheriff or his/her designee no less than forty-eight (48) hours prior to the compensatory time sought. The Sheriff or his/her designee will respond within twenty-four (24) hours of the receipt of the request.

#### Section 11.6

No employee shall accept outside employment which is in conflict with his or her position.

#### Section 11.7

Employees called to work before or after their regular shift shall receive not less than two (2) hours' pay. Only actual hours worked shall be counted for overtime computation purposes.

### ARTICLE 12 SICK LEAVE/FUNERAL LEAVE

#### Section 12.1

Each full-time employee shall earn sick leave at the rate of sixteen (16) hours each calendar month of continuous employment providing the employee has worked at least fifteen (15) full scheduled days in the month. Maximum accumulations shall be nine hundred sixty (960) hours.

#### Section 12.2

Sick leave can be taken in no less than one-half (1/2) day increments. In no event can an employee report for work, leave work on sick leave, and return to work on the same workday.

#### Section 12.3

To be eligible for payment of sick leave the employees must notify their supervisor or designated representative, prior to the starting time of the scheduled shift. This notice will be waived if the employee could not reasonably be expected to comply because of unusual circumstances.

#### Section 12.4

The Sheriff may require a physician's statement or other evidence supporting absences due to illness or injury after two (2) days of absence.

#### Section 12.5

An employee may elect to use accumulated sick leave to make up the difference between the employee's normal gross basic wage and the amount paid by Worker's Compensation check. If using sick leave to supplement

Workers Compensation, the employee shall be paid the sick leave from the County in a separate check.

#### Section 12.6

If the spouse, child, or parent of an employee is ill and requires the care of the employee, up to three (3) days of sick leave each year may be taken for that purpose. Employees may use sick leave for any F.M.L.A. covered occurrences.

#### Section 12.7

Any unused sick leave will be forfeited on the day of resignation or dismissal.

#### Section 12.8

The County agrees to continue following its most current Family Medical Leave Policy. The County shall provide each employee with a copy of the Family Medical Leave Act and the applicable County policies.

#### Section 12.9 Funeral Leave

Each regular full-time employee shall, after three (3) months of continuous employment, be eligible for a paid leave of absence of up to five (5) days after a death in the employee's current immediate family. Said days must be taken in conjunction with the day of the funeral. Current immediate family shall be defined as the employee's parents, spouse, child, step child, brother, sister, mother-in-law, and father-in-law. A paid leave of absence of up to three (3) days shall be allowed for the following death: employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, aunt, and uncle. Only days absent which would have been compensable workdays will be paid for. No payment will be made during vacations, holidays, layoffs, or other leaves of absence. Payment shall be made on the basis of the scheduled workday missed. Employee must attend the funeral in order to qualify for funeral pay. The Sheriff may, at his discretion, grant additional days off work, with or without pay, under unique circumstances. Said additional funeral leave shall be taken out of the employee's accumulated sick leave account.

A regular full-time employee that travels 300 miles or more one way to a funeral for a relative mentioned in this Article, or to serve as a pallbearer, that employee may be granted one (1) extra day leave to attend the funeral. These additional one (1) day will be charged against the employee's earned accumulated sick leave.

## ARTICLE 13 JURY DUTY

### Section 13.1

An employee required to serve as a juror shall receive his/her regular wages, less any compensation received as a juror. Verification of jury service can be required from the Clerk of Court. If more than two (2) hours remain in the employee's scheduled work shift, the employee shall report for work when released from jury duty.

## ARTICLE 14 INSURANCE

### Section 14.1

The County shall provide group health and major medical insurance for all regular full-time employees and those part-time employees who so select coverage as provided in this Agreement.

### Section 14.2

The County will provide a \$20,000 term life insurance policy for each full-time employee.

### Section 14.3

The insurance programs referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

### Section 14.4

For all insurance coverages, the Employer reserves the right to select the carriers and maintain substantially comparable coverage levels.

## ARTICLE 15 HOLIDAYS

### Section 15.1

All regular full-time employees will receive ten (10) paid holidays. (Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Day). Each employee will receive one and one-half (1½) times their normal pay for these holidays. The employee will receive pay for five (5) of these days on their first payroll check in January and pay for five (5) of these days on their first payroll check in July.

### Section 15.2

The regular full-time eligible employees shall be paid their normal scheduled rate for each holiday set forth above occurring during the period in which he/she is actively at work.

### Section 15.3

A full time employee who works on one of the paid holidays mentioned above will be paid for the day at the normal rate plus an additional time and one-half (1½) which may be taken in pay or as compensatory time off at that rate, as determined by the Sheriff. Part-time employees shall be paid time and one-half for all work performance on a holiday.

### Section 15.4

To be eligible for holiday pay on a particular holiday, the employee must have worked the last scheduled work day before the holiday and the next scheduled work day after the holiday, unless the employee is on vacation or on approved sick leave with a doctor's slip.

### Section 15.5

Should a recognized paid holiday fall during an employee's approved vacation time off period, the employee may elect to take another day off work in the future at a time mutually agreed between the Employer and employee.

## ARTICLE 16 VACATIONS

### Section 16.1

Full-time employees otherwise eligible for a vacation with pay shall be so entitled for each year of service in accordance with the following schedule. Vacations will be credited on a pay period basis. Vacations will be taken during the anniversary year after it is earned.

### Section 16.2

Employees who are discharged for cause or employees who quit without a minimum of two (2) weeks notice to the Employer shall forfeit any unused vacation pay.

### Section 16.3

When an employee retires, he/she shall be entitled to his/her earned vacation pay. In the case of a death of an employee, any earned but unused vacation shall be paid to the beneficiaries of the estate.

### Section 16.4

- A. Vacations shall be granted on a "first come first serve basis". The employee shall submit a time date stamped request. If more than one request is date stamped with the same date, the request with the earliest time will be given preference.
- B. Daily vacation time or such other vacation time not previously scheduled shall be requested with at least two (2) weeks' notice for vacations of five (5) days or more and forty-eight (48) hours for vacations of 1 to 4 days. Such additional vacation time shall be at the discretion of the Sheriff.
- C. Once set, vacations can be postponed by the Sheriff in the event of an emergency. An employee whose previously scheduled vacation is involuntarily postponed by the Sheriff shall have priority in the following year regardless of seniority.

### Section 16.5

Regular full-time employees shall be entitled to a paid vacation on the following basis:

After completion of one (1) full year of employment, five (5) days per year;

After completion of two (2) full years of employment, ten (10) days per year;

After completion of eight (8) full years of employment, fifteen (15) days per year;

After completion of twelve (12) full years of employment, twenty (20) days per year.

#### Section 16.6

Vacation will be paid for on the basis of the normal scheduled workweek.

#### Section 16.7

Employees may carry over up to five (5) days of vacation per year.

### ARTICLE 17 CLASSIFICATIONS AND WAGE RATES

#### Section 17.1 Classifications

#### Rates of Pay

Jailers	<u>7/1/05</u>	<u>1/1/06</u>	<u>7/1/06</u>	<u>1/1/07</u>	<u>7/1/07</u>	<u>1/1/08</u>
Start	\$9.96	\$10.13	\$10.33	\$10.54	\$10.75	\$10.97
1 year	\$11.19	\$11.39	\$11.62	\$11.85	\$12.09	\$12.33
2 years	\$11.81	\$12.02	\$12.26	\$12.51	\$12.76	\$13.02
3 years	\$12.44	\$12.66	\$12.91	\$13.17	\$13.43	\$13.70

#### Longevity Pay

All employees with three (3) years of continuous service shall receive an additional ten cents (\$.10) per hour. All employees with six (6) years of continuous service shall receive an additional fifteen cents (\$.15) per hour. All employees with nine (9) years of continuous service shall receive an additional twenty cents (\$.20) per hour. All employees with fifteen (15) years of continuous service shall receive an additional twenty-five cents (\$.25) per hour. All employees with twenty (20) years of continuous service shall receive an additional thirty cents (\$.30) per hour.

Depending on experience and qualifications, the County reserves the right to start a new employee at a higher rate of pay.

## ARTICLE 18 GENERAL

### Section 18.1 Clothing

Each Jailer shall receive \$34 a month uniform allowance.

#### Equipment Inventory List – Jailers

##### Full-Time Jailer:

- Two (2) summer uniform shifts
- Two (2) winter uniform shirts
- Two (2) pairs of uniform pants
- One (1) sewn on cloth badge for each shirt
- One (1) leather belt (basketweave)
- One (1) key holder
- One (1) leather pouch

##### Part-Time Jailer:

- Two (2) uniform shift (may be combination of summer or winter style)
- Two (2) pairs of uniform pants
- One (1) leather belt (basketweave)
- One (1) sewn on cloth badge for each shirt
- One (1) key holder
- One (1) leather pouch

County agrees to provide one set of rain gear for employees to use.

The above clothing list is a list of items to be issued to any newly hired employee. All uniform items are subject to Iowa State Sheriff's Association specifications.

All items purchased by employees must be turned in when replaced with a new item and all clothing and equipment must be turned in to the Sheriff at end of employment.

### Section 18.2 Reimbursable Travel Expenses

When traveling outside the County on County business, the employee will be reimbursed for reasonable expenses as determined by a department-wide policy established by the Sheriff. Expenses for which reimbursement shall be provided are those for meals, lodging and other related subsistence

expenses. Receipts to verify expenditures shall be presented to the Sheriff.

Employee will be allowed seven dollars and fifty cents (\$7.50) per meal.

#### Section 18.3

The Union recognizes the right of the Employer to discipline employees for "proper cause". An employee who alleges that such action was not based upon proper cause may appeal the Employer's action through the grievance procedure set forth in Article 5 of this Agreement. Upon request, bargaining unit employees shall be entitled to Union representation at any meetings with management where disciplinary action is being contemplated.

#### Section 18.4

Notwithstanding the above paragraph, nor any other provision(s) of this Agreement, the release of probationary employees shall not be subject to the grievance procedure.

#### Section 18.5

The Union Business Representative shall receive written notice of any disciplinary action or measure imposed upon an employee within five (5) working days of the time such action was taken.

#### Section 18.6 Job Posting

Whenever a regular full-time vacancy or an open shift occurs, the Employer will post the vacant position for a period of three (3) calendar days.

#### Section 18.7

Interested employees who desire to transfer may bid on the vacant position. The Employer shall select the most senior employee, provided the employee possesses the skills and ability to perform the duties of the vacant position.

#### Section 18.8

For the purposes of this Article, a permanent vacancy is created:

1. When the Employer has approval to increase the work force and decides to fill the position;
2. When any of the following personnel transactions take place and the Employer decides to replace the previous incumbent: termination, promotion, or demotion.
3. When the Employer decides to fill the vacant position, it shall be filled within thirty (30) calendar days if at all possible.

#### Section 18.9 Work Rules

The Employer reserves the right to establish reasonable work rules or to change existing rules. Work rules are defined as "rules promulgated by the Employer which regulate the personal and work conduct of the employees."

#### Section 18.10

Newly established work rules will be posted for a period of seven (7) calendar days prior to implementation. The Employer agrees that all work rules will be uniformly applied.

#### Section 18.11 Legal Defense

Employees involved in litigation because of their negligence, ignorance of laws, nonobservance of laws, or as a result of employee judgmental decision may not receive assistance in any legal defense by the County, except as specifically stated in Chapter 613A of the Code of Iowa.

### ARTICLE 19 EDUCATION AND TRAINING

#### Section 19.1

An employee required by the Employer to attend classes in law enforcement shall have tuition and books for such classes, as well as food, travel expenses, and lodging expenses reimbursed by the Employer according to County policy. Employee shall receive up to one (1) day's pay per day for each day of attendance at such classes. The Employer shall post in a prominent place all Iowa Law Enforcement Academy (ILEA) courses as they become aware of them.

ARTICLE 20  
ENTIRE AGREEMENT AND WAIVER CLAUSE

Section 20.1

This Agreement supersedes and cancels all previous agreements and practices between the Employer and a unit employee(s) and/or the Union, unless expressly stated to the contrary herein, and together with any mutually agreed to amendments supplemental hereto, constitutes the entire agreement between the parties, and concludes collective bargaining during its term.

Section 20.2

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each voluntarily and unqualifiedly waives any right to bargain, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement during its term.

Section 20.3

This Article is not intended to prohibit discussions between the Sheriff and employees in regard to existing practices.

ARTICLE 21  
DURATION

Section 21.1

THIS AGREEMENT shall be effective on July 1, 2005 and shall continue in full force and effect until June 30, 2008. Should the party desire to modify, amend or terminate this Agreement, written notice must be served on the other party by November 1, 2007. This Agreement will remain in effect from year to year after the expiration date if such written notice is not received. Any written notice(s) to the Employer are to be served on the Board of Supervisors.

Section 21.2

Any notification required to be served under this Article shall be sent in a manner by which submission and delivery can be verified.

Signed this 16 day of May, 2005.

EMPLOYER

UNION

WINNESHIEK COUNTY SHERIFF'S  
DEPARTMENT

CHAUFFEURS, TEAMSTERS & HELPERS  
LOCAL NO. 238, affiliated with the  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS

By [Signature]  
Sheriff

By [Signature]  
Gary G. Dunham  
Secretary-Treasurer

By [Signature]  
Chairperson, County  
Board of Supervisors

By [Signature]  
Business Representative

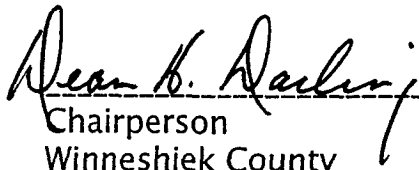
By [Signature]  
Member, County  
Board of Supervisors

By [Signature]  
Lloyd Petersen,  
Chief Negotiator

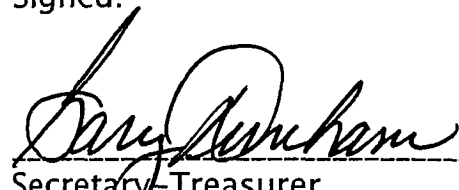
Letter of Understanding  
7-1-2002

During the term of this Agreement (7/1/2005 to 7/1/2008) if the County agrees to make any payment towards dependent health insurance coverage for any other County Bargaining Group, the County agrees to provide the same payment to the Jailer Bargaining Unit.

Signed:

  
Chairperson  
Winneshiek County  
Board of Supervisors

Signed:

  
Secretary-Treasurer  
Chauffeurs, Teamsters & Helpers  
Local Union 238